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C O N T R A C T

Between

LINWOOD, NEW JERSEY BOARD OF EDUCATION

And

LINWOOD TEACHERS ASSOCIATION

July 1, 1976 - June 30, 1978

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Labor Relations

1976
RUTGERS UNIVERSITY

I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
Preamble	1
I Recognition	2
II Successor Agreement	3
III Grievance Procedure	4
IV Teacher Rights	9
V Association Rights and Privileges	11
VI Board Rights	13
VII Teacher Work Year	14
VIII Teaching Hours and Teaching Load	15
IX Nonteaching Duties	18
X Teacher Employment	19
XI Salaries	21
XII Teacher Assignments	22
XIII Involuntary Transfers and Reassignments	23
XIV Promotions	25
XV Teacher Evaluation	26
XVI Teacher Facilities	28
XVII Teacher-Administration Communication	29
XVIII Instructional Council	30
XIX Sick Leave	32
XX Temporary Leave of Absence	33
XXI Extended Leave of Absence	34
XXII Sabbatical Leaves	36
XXIII Professional Development and Educational Improvement	38
XXIV Supervision of Student Teachers	39
XXV Protection of Teachers	40
XXVI Maintenance of Classroom Control and Discipline	42

INDEX - Continued

<u>ARTICLE</u>	<u>PAGE</u>
XXVII Insurance Protection	44
XXVIII Personal and Academic Freedom	46
XXIX Books and Other Instructional Materials and Supplies	47
XXX Deduction from Salary	48
XXXI Miscellaneous Provisions	49
XXXII Duration of Agreement	51

PREAMBLE

This Agreement entered into this 18th day of May, 1976, by and between the Board of Education of the City of Linwood, New Jersey, hereinafter called the "Board", and the Linwood Teachers Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Linwood School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievance and terms and conditions of employment for all teachers and full-time salaried aides. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees exclusive of Superintendent, Vice-Superintendent, Principals, Vice Principals, Teaching Principal, and all other personnel not specified herein. Reference to male shall also include female except specifically noted.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, P.L. 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Commission. Any Agreement so negotiated shall apply to all teachers with exclusions as noted in Article I, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties in accordance with Chapter 123, P.L. of New Jersey, 1974.

A R T I C L E I I I
G R I E V A N C E P R O C E D U R E

A. Definitions

1. Grievance

A grievance is a claim by a teacher or the Association wherein they may appeal the interpretation, application, or violation of policies, agreements and administrative decisions adversely affecting them.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to any person(s) covered by this Agreement the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level one - principal or immediate superior

A teacher with a grievance shall first discuss it with his principal or immediate superior within ten (10) school days of the occurrence, and he may be accompanied by an Association representa-

tive with the objective of resolving the matter informally. If the teacher is not satisfied as a result of the discussion, he may file within ten (10) school days thereafter.

4. Level two - superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the superintendent of schools.

5. Level three - board

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education. A hearing will be held with the Board Grievance Committee and/or the full Board within ten (10) school days. If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Three or no decision has been rendered within ten (10) school days the aggrieved or the Association may proceed to Level Four.

6. Level four - arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request of the aggrieved person. However, the arbitration procedure does not apply to the following:

- (1) Any matter for which a method of review is prescribed by law.
 - (2) Any rule or regulation of the State Commissioner of Education.
 - (3) Any by-law, rule, regulation and/or policy of the Board of Education which does not adversely affect a teacher's terms and conditions of employment. The arbitrator is the sole determinator of arbitrability.
 - (4) A complaint of a nontenured teacher which arises by reason of not being rehired.
 - (5) A complaint of any personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in, any presently nonexistent position for which tenure is either not possible or not required (including the wrestling coach, if appointed during the life of this contract).
- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement, and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure at his option with the representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group grievance

If, in the judgement of the Association, a grievance affects a group or class of teachers in a particular building, such a grievance shall commence at Level One. However, if such a grievance affects more than one (1) building the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so.

2. Written decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to any person(s) covered by this agreement and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of this ARTICLE.

3. Separate grievance file

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents

shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties involved and their designated or selected representatives, heretofore referred to in the ARTICLE.

6. Continuance

All teachers, including the grievant, will continue to function under the direction of the Superintendent and Administration, regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE IV

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any established professional advantage or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or

employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending certification of charges by the Board shall be with pay.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Linwood School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall ordinarily be changed without approval of the teacher.

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. Criticism of Teachers by Parent

Criticism of teachers by parent, or students will not be in oral form if controllable to administrators or Board of Education until parents or students have followed due process through teacher before going to Administrators or Board of Education.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time available information concerning the educational program and the financial resources of the District, class size, number of specialists, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at specified hours with Administrative approval. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

D. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment during school day or at other time with the approval of the Administration, when such equipment is not otherwise in use. The Association shall be responsible for repairs necessary because of damage while they are using equipment.

E. Bulletin Boards

The Association shall have in each school building, the exclusive use of a teachers' bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices with approval of

ARTICLE VI

BOARD RIGHTS

- A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public all of the operations and activities of the school district to the full extent authorized by law.
- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or power granted by its law.
- C. The Association agrees that its members shall not discriminate against any past, present, or future Board member or his family by reason of his being a Board member, his Board activities, collective bargaining with the Association, or the proper exercise of his duty as a Board member.

ARTICLE VII

TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) month personnel

- (a) The in-school work year for teachers shall begin not later than five (5) school days after Labor Day.
- (b) For other than new personnel, the Board will attempt to keep the teachers work year to 180 pupil contact days, plus three (3) weather days as determined by the superintendent which shall be eliminated if not used. The superintendent may increase the number of pupil contact days in the event of an emergency, plus one orientation day, and one additional day, if necessary, as determined by the superintendent of schools.

2. Inclement weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. The in-school work year for teachers as agreed to in this Article shall end no later than June 30 of each school year under this contract.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

A. Length of Teacher Day

1. Check-in procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

The arrival and departure times for all teachers shall be designated in paragraph 2; however, their total in-school workday shall consist of not more than seven (7) hours and fifteen (15) minutes.

2. Arrival and dismissal time

Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupil's school day, and shall end thirty (30) minutes after the close of the pupil's school day. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day. On days when students are released early because of a teacher in-service program, teachers shall remain for such program to the extent of the work day time specified above.

3. Extra pay for extra service

Any teacher who is required to work beyond the regular teacher in-school work year as defined in ARTICLE VII, or beyond his total in-school work day as defined in paragraphs 1 and 2 above, while involuntarily working on a school trip, shall be compensated at a rate of one and one-half (1-1/2) times the hourly rate (said hourly rate to be calculated at 1/1000 annual salary.) -

B. Teaching Load

1. The Board shall not increase the number of teaching hours.
2. Beginning in September, 1976, the daily teaching load in Grades One (1) through Five (5) will not exceed five (5) hours of teaching classes. In Grades Six (6) through Eight (8) teaching load will not exceed five (5) forty-two (42) minute teaching periods except flexibility in scheduling teachers in Grades Six (6) through Eight (8) shall continue as a practice that was in existence during the 1975-76 school year.
3. If a decrease in enrollment occurs and classes are combined the teachers affected will be reassigned within scope of their certification to grades or classes with high enrollments. In cases where reduction in force is necessary, the Board of Education will make such reduction through attrition if possible (this is except for cases of lack of Contract offer for cause).

day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

2. Association right to speak

An Association representative may speak to the teachers during any meeting for at least five (5) minutes upon the request of the representative and after the conclusion of the regularly scheduled meeting.

3. Notice and agenda

The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings where practical, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Evening meetings

Teachers shall not be required to attend evening meetings except for the yearly open house.

F. Extra Pay

In the event of a teacher's absence from his regular assignment and where a regular substitute is needed, but not available for the day or a major part thereof, and volunteers are not available, teachers may be assigned and they will be compensated at the hourly rate of 1/1,000 annual salary. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

G. Extra-Curricular Activities

1. Approved activities

The Board and the Association agree that extra-curricular activities listed in Schedule B are worthwhile.

2. Salary

Teacher participation in extra-curricular activities in Schedule B which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate of pay in Schedule B.

H. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the superintendent to guarantee insurance coverage as a school sponsored activity.

ARTICLE IX

NONTEACHING DUTIES

A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

B. Application

1. List of nonteaching duties

Personnel other than teachers shall perform nonteaching duties and teachers shall not be required to perform the following duties:

- a. Nonprofessional assignments including supervision of cafeterias and lunch time activity with the exception of recess or emergency as determined by the Principal.
- b. Attendance registers and any other clerical work now performed by office personnel and/or custodial functions.
- c. Correcting standardized tests used at the direction of the Board or the Administration.

2. Transportation Expenses

A teacher scheduled for inter-school travel shall be compensated at the rate of \$60.00 per year for use of his own automobile for in-district use. Pursuant to and to the extent of 18A:16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the cost of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

ARTICLE X
TEACHER EMPLOYMENT

A. Certification

1. Standard certificates

The Board agrees to hire only certificated teachers holding certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

B. Non-certificated Personnel

The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties except in the case of emergency. In no case shall any non-certificated employee or aide be required to perform duty solely appropriate to a certificated teacher.

C. Placement on Salary Schedule

1. Adjustment to salary schedule

The Board shall continue to place each teacher on his proper step of the salary schedule in accordance with paragraph 2 below. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for experience

The Board may give initial salary credit up to the fifth (5) step of any salary level on the Teacher Salary Schedule for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Corps work may be given upon initial employment.

3. If a teacher is hired at a salary less than the amount indicated on the Salary Schedule for the teacher's experience, the teacher shall receive a double increment each year until the proper amount as indicated on the Salary Schedule is reached, which includes military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps.

D. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

ARTICLE XI

SALARIES

- A. The salary of each teacher covered by this agreement is set forth in Schedule A1 and A2, which is attached hereto and made a part hereof.
- B. Each teacher with a contract beginning September 1, to June 30, ten (10) months, shall be paid every two (2) weeks. The first pay day in September shall not be later than the second Friday of the month.

When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

Teachers shall receive their final checks on the last working day in June, pending completion of all records, folders and all duties connected with closing of school. These duties shall not be of a janitorial nature.

Ten (10%) per cent of the employees salary can be withheld for summer pay. Application for summer pay will be made before the first scheduled day of school. This agreement will be binding for the school year. Teachers will receive two equal pay checks in July and August.

The monies withheld for summer pay will be placed in an interest-bearing account in the individual's name. The interest from this account shall be paid to the individual by the end of August.

LINWOOD ELEMENTARY SCHOOL
Salary Schedule -- 1976-77

	<u>NON-DEGREE</u>	<u>B. A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>INDEX</u>
1.	8,250.	9,250.	9,550.	9,850.	10,150.	10,450.	1.00
2.	8,662.	9,712.	10,027.	10,342.	10,657.	10,972.	1.05
3.	9,075.	10,175.	10,505.	10,835.	11,165.	11,495.	1.10
4.	9,570.	10,730.	11,078.	11,426.	11,774.	12,122.	1.16
5.	10,065.	11,285.	11,651.	12,017.	12,383.	12,749.	1.22
6.	10,560.	11,840.	12,224.	12,608.	12,992.	13,376.	1.28
7.	11,055.	12,395.	12,797.	13,199.	13,601.	14,003.	1.34
8.	11,550.	12,950.	13,370.	13,790.	14,210.	14,630.	1.40
9.	12,045.	13,505.	13,943.	14,381.	14,819.	15,257.	1.46
10.	12,540.	14,060.	14,516.	14,972.	15,428.	15,884.	1.52
11.	13,035.	14,615.	15,089.	15,563.	16,037.	16,511.	1.58
12.	13,530.	15,170.	15,662.	16,154.	16,646.	17,138.	1.64
13.	14,025.	15,725.	16,235.	16,745.	17,255.	17,765.	1.70
14.	14,520.	16,280.	16,808.	17,336.	17,864.	18,392.	1.76
15.	15,015.	16,835.	17,381.	17,927.	18,473.	19,019.	1.82

ARTICLE XII

TEACHER ASSIGNMENTS

- A. All teachers shall be given written notice of their class and/or subject assignments, and room assignments for the forthcoming year not later than June 1.

The Superintendent shall assign all newly-appointed personnel to their specific position within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practical but not later than June 1.

In the event that changes in such schedules, class, and/or subject assignments, or room assignments are proposed after June 1, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent and the teacher affected and at his option a representative of the Association.

- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study insofar as possible.

ARTICLE XV

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at the time of the conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- B. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every four (4) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the teacher.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are or may

be used in any manner in evaluating a teacher shall be processed according to the following procedure:

The principal shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. At all times the teacher shall have the right to face his accuser before any final action shall be taken.

- D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XVI

TEACHER FACILITIES

A. Listing of Facilities

The Board shall continue to maintain the following facilities in each school:

1. Space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
2. An appropriately furnished and air-conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge and work area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
3. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher in their instructional area, if space is available.
4. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the student's rest rooms.
5. Suitable, private closet space with lock and key for each teacher to store coats, overshoes, and personal articles.
6. One additional ditto machine shall be purchased, and one additional typewriter. In addition, the Board shall improve the air-conditioning unit in the Belhaven School teacher's room.

ARTICLE XVII

TEACHER-ADMINISTRATION COMMUNICATION

The Association's officers or appointed representatives shall meet with the Administrative team periodically to review and discuss local school problems and practices.

One meeting to be held before December 1, and the second meeting to be held before April 1, as a minimum.

ARTICLE XVIII

INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose

An Instructional Council shall be established and shall meet no later than October 15th of each year. The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools, and the community. The Council may consider, but not be limited to, advising the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operation of the Linwood School District. Two-hundred dollars (\$200) will be budgeted by the Board to cover secretarial duties and clerical assistance.

2. Membership

The Council shall consist of three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Association with a seventh member selected jointly by the representatives.

3. Committees

The Council shall be authorized to establish sub-committees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

4. Individual initiative for suggestions

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.

5. Additional members

Nothing in this ARTICLE shall be interpreted to prevent the Council from consulting or appointing to its committees such additional teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

6. Rule of procedure

The council shall establish its own rules of procedure and shall provide for elected chairman, for each new school year, who shall be responsible for the arrangement and conduct of meetings. The election of the chairman shall take place among the members of the Instructional Council at the meeting designated in ARTICLE XVIII, paragraph A.

7. Meetings

The Council will determine its own meeting schedule.

8. Information

The Council and its sub-committees shall be provided with the same access to available school district information as provided to the Association as specified in ARTICLE V, Section A of the Agreement.

B. Reports

1. Board and Association action

The Board and the Association shall consider and study all written recommendations submitted by the Council for action. If the Board or the Association refuses to adopt any such recommendations, it shall state the specific reasons for such refusal in writing to the Council.

2. Minority reports

Reports of the Council or any sub-committee established by the Council should include minority as well as majority views.

C. Teacher Participation

1. Released time

In addition to whatever unassigned time they may be entitled to under the terms of this Agreement, teachers who are members of the Instructional Council or any of its sub-committees should also be entitled to released time. The amount of released time shall not extend beyond five (5) teaching school days per year, per member.

ARTICLE XIX

SICK LEAVE

All teachers employed shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each year.

ARTICLE XXI
EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

B. International and Federal Programs

A leave of absence without pay of up to two (2) years shall, at the Superintendent's discretion, be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Professional Improvement

No more than ten percent (10%) of all tenure teachers shall, at the Superintendent's discretion, be granted a leave of absence without pay for up to one (1) year to teach in an accredited college, university, or other private school while obtaining a Master's or Doctor's degree.

D. Illness in Family

A leave of absence without pay of up to two (2) years shall, at the Superintendent's discretion, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

E. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

F. Return from Leave

1. Salary

Upon return from leave granted pursuant to this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave, except under paragraph A, D, and E above, and shall be placed on the Salary Schedule at the level he would have achieved if he had not been absent. It is understood that all leaves may be granted only to tenured teachers. In addition, subject to the Board's master agreement with its insurance carrier(s)

each teacher on approved leave will be entitled to pay to the Board, the group premium rate for continued insurance coverage during such leave(s).

2. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position. Time spent on sabbatical leave can not be considered as in-service time toward future sabbatical eligibility.

G. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XXII

SABBATICAL LEAVES

A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for educational travel, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

1. Percentage of teachers

Two qualified applications may be granted at any one time.

2. Requests

Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than December 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum time to qualify

The teacher must have completed at least seven (7) full years of continuous service in the Linwood School District, except that unpaid maternity leave and unpaid leave for illness of a member of the teacher's immediate family shall be considered as not breaking the continuous service requirement, but such time on these leaves shall not be counted for creditable continuous service toward sabbatical eligibility.

4. Pay

A teacher on approved sabbatical leave for one-half (1/2) or for one (1) full school year shall be entitled to receive sixty per cent (60%) of the salary which he would have received if he had remained on active duty.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved

had he remained actively employed in the system during the period of his absence and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return. A teacher on sabbatical leave must return to the Linwood School system for a minimum of two (2) years or forfeit any salary and/or benefits paid while on such leave, i.e., the teacher accepts liability to pay the Board for such monies accepted during sabbatical leave.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.
- B. The Board agrees to implement the following:
 - 1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Administration to take.
 - 2. To pay one hundred-twenty five dollars (\$125) per year per teacher for the successful completion (C grade) of approved field related courses at a recognized institution of higher learning.
 - 3. To provide fifteen (\$15) per teacher for the purchase of educational material at the N.J.E.A. Convention. Receipt of purchases shall be submitted to the Superintendent by the teachers no later than five (5) school days after the N.J.E.A. Convention.

ARTICLE XXIV
SUPERVISION OF STUDENT TEACHERS

A. Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program but this shall not be construed as acceptance of any particular student teaching assignment.

B. Assignments

A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

C. Eligibility to Teach

A student teacher shall be permitted to teach unsupervised only in areas for which he will be eligible for certification and only after the approval of the cooperating teacher.

D. Substitution

In accordance with State regulations, a student teacher cannot be used as a substitute teacher.

A R T I C L E XXV
PROTECTION OF TEACHERS

A. No unauthorized persons shall be permitted in the classroom without the teachers consent.

B. Legal Assistance

1. The Board shall give full support including legal and other assistance for any assault upon a teacher while acting in the discharge of his duties, per Title 18A:16-6.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits to a maximum of one (1) year less payments from Workmen's Compensation.

3. Reasonable force

As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

4. Reimbursement for personal property damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher or while the teacher was acting in the discharge of his duties within the scope of his employment

5. Medical

The Board carrier shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

6. Workmen's Compensation

Benefits derived under this or subsequent Agreements shall be covered by Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.

PROTECTION OF TEACHERS - Continued

C. Reporting Assaults

1. Principal or immediate superior

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Superintendent

Such notification shall be immediately forwarded to the Superintendent who shall comply with a reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XXVI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibilities

The Administration shall make every effort to maintain a consistent and firm response to student behavior problems within the school system. When students are referred to the principal or administration by the teachers, disciplinary action or decisions by the administration should be consistent, based upon the type of discipline problem. The administration should follow up and support any disciplinary action taken by the teachers. Stronger disciplinary action should be used in all cases where prior disciplinary action has failed.

B. Special Assistance

When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior in writing. The principal or immediate superior shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

C. Disruptive Students

When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal. In such cases the principal shall arrange as soon as possible, not later than the conclusion of the following school day, a conference among himself, the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

D. Student Behavior Committee

As soon as possible, after the execution of this Agreement a joint Student Behavior Committee (consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the Association with a fifth member selected jointly by the representatives) shall be established to develop appropriate guidelines to be used by teachers in handling disruptive students and to develop constructive programs for disruptive students whose presence in regular classes represent unusual problems for the regular learning process.

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE - Continued

F. Building Procedures

The student disciplinary procedure shall be reviewed and updated by each building principal in conjunction with the faculty.

F. Expanded Involvement

Nothing in this ARTICLE pertaining to the development of guidelines and procedures by the Student Behavior Committee or each school's Liaison Committee shall be interpreted to prevent these committees from consulting or adding to their number such additional teachers, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

ARTICLE XXVII

INSURANCE PROTECTION

- A. As of the beginning of the school year, the Board shall provide the health-care insurance program designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for full family-plan insurance coverage.

1. Provisions of coverage

The health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Rider J
- b. Major Medical
- c. Maternity Costs
- d. Full Blue-Cross Blue Shield coverage, for employees and their dependents

2. Carrier

The health insurance carrier(s) shall be Blue Cross and Blue Shield for the basic hospitalization, and Prudential for the major-medical coverage.

3. Complete annual coverage

For teachers who join the insurance protection plans offered by the Board and remain in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. Description to Teachers

The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. Disability Insurance (Income Protection)

The Board of Education of Linwood shall assume the complete cost of coverage under Washington National Insurance Plan 1, Class B, for all Association members and at present rates.

INSURANCE PROTECTION - Continued

D. Prescription Insurance

For the second year of this two year Agreement, the Board will provide each eligible teacher choosing such coverage, individual coverage prescription insurance (one dollar co-pay) at the fixed premium rate appropriate at the time of initiation.

ARTICLE XXVIII
PERSONAL AND ACADEMIC FREEDOM

A. Personal

The Board recognizes the right of privacy in the personal life of a teacher and the protection of these rights by law.

B. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

C. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Linwood School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Controversial material

Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided only that said material is relevant to the course content, and provided equal time be given to each side of the question.

2. Personal opinion

In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

A R T I C L E XXIX

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.
- B. Incidental supplies for classroom use can be purchased upon prior approval of the Superintendent. Expenditures from petty cash cannot exceed \$15.00

ARTICLE XXX

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its teachers dues for the Linwood Teachers Association, the Atlantic County Education Association, the New Jersey Education Association or the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Linwood Teachers Association each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Prescription Deduction

For 1976-77 school year the Board agrees to deduct for prescription insurance (single, husband/wife, parent/child, full family) for each teacher eligible and participating in the Plan selected. Participation by a teacher shall be upon an initial election date and shall not be changed thereafter for the period July 1, 1976 to June 30, 1977.

MISCELLANEOUS PROVISIONS - Continued

F. The preceding Articles pertain to full-time salaried aides: I (Recognition), II (Successor Agreement), III (Grievance Procedure), VII (Work Year), XI (Salaries), XIX (Sick Leave), XX (Temporary Leaves), XXI (Extended Leaves), XXV (Protection of Teachers) to the extent required by law; XXVII (Insurance Protection), XXX (Deduction from Salary), XXXI (Miscellaneous Provisions) and XXXII (Duration).

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, it shall be delivered to either party at the following

1. If by Association, to Board at 509 Poplar Avenue
Linwood, N. J. 08221
2. If by Board, to Association President - at either home or
school address

ARTICLE XXXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1978, subject to the Association's right to negotiate a subsequent Agreement in accordance with the rules and regulations of PERC, prior to determination of the Contract, under procedures defined in Article II. In addition, it is understood that both parties shall reopen negotiations during October of 1976 to renegotiate Schedules A1 and B1 and an Article of choice for each party and paragraph D, Article XXVII of this Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and its Secretary, all on the day and date written below.

May 18, 1976
(Date of Signing)

For the Linwood Teachers Association

By Kirby K. Knox
President

By Nancy E. Young
Secretary

For the Linwood Board of Education

By Nancy R. Rubin
President

By Lillian Pearson
Secretary

LINWOOD PUBLIC SCHOOLS

LINWOOD - NEW JERSEY

CONTRACT

Between

FRANCIS E. JOHNSON
Superintendent

May 13, 1976

Linwood, New Jersey Board of Education
and

Linwood Teachers Association

July 1, 1976 - June 30, 1978

ARTICLE XI

Paragraph B - The first sentence should read:

Each teacher and aide with a contract beginning September 1,
to June 30, ten months shall be paid every two (2) weeks.

Alan R. Ferguson
v.p.

Signature
(For the Board of Education)

Kirby K. Knox

Signature
(For the Teachers Association)